

**VOLUNTARY CLEANUP CONTRACT
18-5607-NRP**

**IN THE MATTER OF
FIBERTECH CORPORATION SITE, ANDERSON COUNTY
and
CHENEY MILL REDEVELOPMENT, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Cheney Mill Redevelopment, LLC, with respect to the Property located at 250 South Depot Street, Pendleton, South Carolina. The Property includes approximately 6.3 acres identified by Tax Map Serial Number 040-14-02-021-000. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of December 11, 2017, and any amendments thereto, by Cheney Mill Redevelopment, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2018); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2018 & Supp. 2017); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.; the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2018 & Supp. 2017); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2017).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them

pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Cheney Mill" means Cheney Mill Redevelopment, LLC.
- B. "Beneficiaries" means Cheney Mill's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Cheney Mill or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

| | |
|--------------------------------|-----------------|
| LaFrance Properties Associates | 1980 to 1986 |
| Amscot, a General Partnership | 1986 to 1993 |
| John F. Wilson | 1993 to present |

- B. Property and Surrounding Areas: The Property is bounded generally to the north by woodlands, a former gasoline station/general store, and residences with Cherry Street beyond; to the east by an active Norfolk Southern railroad line with East Blue Ridge Street, a Duke Power electrical substation, and residences beyond; to the south by Major Street with residences beyond; and to the west by woodlands.

The Property consists of a two-story former cotton mill and basement (Manufacturing Building) built in 1903, a one-story office and warehouse structure (Warehouse), four maintenance structures, water tower, smokestack, a retention pond (Pond), and undeveloped woodlands. An unnamed tributary of Town Creek transects the western portion of the Property.

The Property was developed in 1903 as a cotton mill and operated as a textile manufacturing facility until 1986. The Property was occupied by Fibertech Corporation beginning in 1986. Fibertech designed and manufactured fiberglass architectural products such as columns, cornices, capitals, posts, rails, and domes. Operations consisted of designing and creating molds needed to produce casts, applying gel coats and fiberglass/resin mixtures to molds, and cutting and finishing casts to final specifications. Acetone, methyl ethyl ketone peroxide, resins, gel coats, paints and thinners were used in the manufacturing process. Acetone was distilled on-site for reuse and waste acetone "still bottoms" were shipped off-site.

- C. Investigations / Reports; Regulatory Issues: In 2004 Fletcher Group conducted a limited Phase II assessment at the Property. Petroleum constituents were found in soil samples taken near a heating oil aboveground storage tank (AST) and air compressor lubricant tank area. Chlorinated hydrocarbons tetrachloroethene (PCE), trichloroethene (TCE) and cis-1,2-dichloroethene (cis-1,2-DCE) were detected at concentrations exceeding drinking water standards in a groundwater sample collected adjacent to the Manufacturing Building. A subsequent investigation conducted by Fletcher Group in 2004 confirmed concentrations of PCE and cis-1,2-DCE in the shallow aquifer. Chlorinated solvent constituents were not detected in the deep aquifer in the same area. At the request of the Department, a permanent groundwater monitoring well was installed in the shallow aquifer in the vicinity of the previous sample locations. Concentrations of PCE, TCE, cis-1,2-DCE and vinyl chloride were reported above drinking water standards in groundwater samples collected from the permanent well in December 2004 and

February 2005. The release investigation is being managed by the Department.

A Phase I Environmental Site Assessment prepared by Fletcher Group in 2005 identified the following Recognized Environmental Conditions:

- The previous use of the site as a manufacturing facility;
- Two releases of petroleum hydrocarbons into soils; one at a former aboveground storage tank (AST) containing heating oil and one at a former air compressor condensate tank;
- Chlorinated solvents in groundwater adjacent to the Manufacturing Building;
- A concrete sump containing water adjacent to the Manufacturing Building;
- Two induction regulators and underlying stained soils;
- Water in a pit beneath an out-of-service elevator;
- Staining on a concrete floor in a basement. The area was used as a machine shop by former occupants;
- Staining on the concrete floor and walls in the Chemical Storage Area in a basement.
- The acetone recycling area;
- The former coal storage area;
- An off-site general store/gas station immediately north of the Property.

A Phase I Environmental Site Assessment prepared by D3G was submitted in support of the Non Responsible Party Application for Voluntary Cleanup Contract.

It identified the following Recognized Environmental Conditions:

- 55-gallon drums and containers in the basement;
- Construction and demolition debris, plastic molds, and trash found throughout the Property;
- Potential PCB-containing light ballasts;
- Potential asbestos-containing materials;
- Potential lead based paint.

D. Applicant Identification: Cheney Mill is a Georgia limited liability company with its principal place of business located at 4770 South Atlanta Road, Suite 220, Atlanta, Georgia.

E. Proposed Redevelopment: Cheney Mill will acquire the Property and intends to redevelop it for multi-family residential use.

CERTIFICATIONS

3. Cheney Mill has certified upon application that: 1) Cheney Mill is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. Cheney Mill agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Cheney Mill, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by Cheney Mill, or its designee in accordance with the schedule provided in the initial Work Plan. Cheney Mill acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Cheney Mill agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Cheney Mill may seek an amendment of this Contract to clarify its further responsibilities. Cheney Mill shall perform all

actions required by this Contract, and any related actions of Cheney Mill's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Cheney Mill shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71(2012 & Supp. 2016). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:

- i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Cheney Mill's consulting firm(s), analytical laboratories, and Cheney Mill's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81(2012), for the test method(s) and parameters specified in the Work Plan.
 - b). Cheney Mill shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Cheney Mill in writing of approvals or deficiencies in the Work Plan.

- 8). Cheney Mill, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Cheney Mill shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Cheney Mill shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Cheney Mill shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Cheney Mill shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy

and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Cheney Mill shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). 55-gallon drums and other containers in the lower level of the Manufacturing Building;
 - b). Other drums and containers found throughout the Property;
 - c). Liquids and solids in the concrete sump located adjacent to the Manufacturing Building;
 - d). Liquids in the pit beneath the out-of-service elevator;
 - e). Building, demolition, and manufacturing debris on the south side of the Manufacturing Building;
 - f). Induction regulators on the south side of the Manufacturing Building;
 - g). Air compressor condensate tank on the north side of the Manufacturing Building;
 - h). Air compressor lubricant tank on the north side of the Manufacturing Building;
 - i). Any containers in the Acetone Recycling Building;
- 2). Cheney Mill shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Cheney Mill shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). Cheney Mill shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal

actions. Cheney Mill shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Cheney Mill shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Cheney Mill shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Cheney Mill, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Cheney Mill shall collect and analyze a minimum of 18 soil samples from 9 locations on the Property. Cheney Mill shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:
 - a). A presumed background location. Samples shall be analyzed for TAL metals;
 - b). The area of the induction regulators on the south side of the Manufacturing Building. One composite sample of surface soil and one composite sample of subsurface soil shall be collected. Each composite sample shall be composed of three aliquots distributed across the area;
 - c). The area of the air compressor condensate tank on the north side of the Manufacturing Building;
 - d). The area of the air compressor lubricant tank on the north side of the Manufacturing Building;
 - e). The area of the former heating oil AST. One composite sample of surface

soil and one composite sample of subsurface soil shall be collected. Each composite sample shall be composed of three aliquots distributed across the area;

- f). The area of the former coal trestle and coal storage between the former heating oil AST, boiler room, and smoke stack. One composite sample of surface soil and one composite sample of subsurface soil shall be collected. Each composite sample shall be composed of five aliquots distributed across the area;
 - g). The concrete sump located adjacent to the Manufacturing Building;
 - h). Drains adjacent to the Manufacturing Building that drain to the Pond;
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. The samples from the induction regulators, concrete sump, and drains shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
 - 3). Soil samples collected for VOCs analysis shall not be composited. Soil samples collected for VOCs analysis shall be selected for analysis based on field observations and/or screening results.
 - 4). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). Cheney Mill shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of five monitoring wells. Specific locations shall be as follows:
 - a). In the area to the north of the Warehouse;
 - b). In the area to the west of the Manufacturing Building;
 - c). In the area southwest of the Pond;
 - d). In the area of the lay-down yard;
 - e). In the area of the induction regulators. The permanent groundwater

monitoring well installed in 2004 was located in this area. The status of the monitoring well is unknown. The monitoring well can be used as a sampling point if the well is still viable.

- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the sample from the monitoring well installed west of the Manufacturing Building shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs.61-58(2011 & Supp. 2017), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

G. Assess surface water and sediment quality:

- 1). Cheney Mill shall collect and analyze four sediment and four surface water samples from water bodies on the Property. The samples shall be collected as:
 - a). One sediment and corresponding surface water sample from the point where the un-named tributary of Town Creek enters the Property;
 - b). One sediment and corresponding surface water sample from the point where the un-named tributary of Town Creek exits the Property;
 - c). Two sediment and two corresponding surface water samples from the Pond on the Property.
- 2). All surface water samples shall be analyzed for the TAL-Metals, VOCs and SVOCs. All sediment samples shall be analyzed for the TAL-Metals, VOCs, SVOCs, and TCL-PCBs.
- 3). Surface water quality results shall be compared to the values in the Water Classifications and Standards, 6 S.C. Code Ann. Regs.61-68 (2012, as amended), based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk

Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).

H. Evaluate and control potential impacts to indoor air:

- 1). Cheney Mill shall evaluate potential impacts of vapor intrusion to indoor air based on documented contaminant concentrations in groundwater and stained floors and walls in basements that may pose a threat to indoor air quality based on the EPA OSWER “Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air” dated June 2015 and supplemental EPA guidance (“Vapor Intrusion Technical Guide”).
 - a). For existing buildings, Cheney Mill’s evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of indoor air, soil gas, and sub-slab soil gas samples over areas potentially subject to vapor intrusion. Assessment activities shall also include evaluation of other factors that may affect vapor intrusion as discussed in the Vapor Intrusion Technical Guide.
 - b). Indoor air samples shall be collected from within the building during a minimum of two separate sampling events approximately six months apart. One sampling event shall be in the winter. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events.
 - c). All indoor air, soil gas and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens, and using appropriate attenuation factors for soil gas and sub-slab soil gas.
 - d). Indoor air quality results shall be compared to the current EPA RSL Resident Air and Industrial Air Screening Levels. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the

subsurface conditions.

- e). Soil gas and sub-slab soil gas sampling results shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property. Comparison criteria shall be based on the Vapor Intrusion Technical Guide.
- 2). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Cheney Mill shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Cheney Mill shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.I of this Contract.
- 3). The Department may allow Cheney Mill to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.I of this Contract.

I. Institute reasonable Contamination control measures:

- 1). Cheney Mill shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
 - a). Waste Materials and Segregated Sources known to be present on the Property and that require removal include, but may not be limited to, the following:
 - i. 55-gallon drums and other containers in the Chemical Storage Area of the Manufacturing Building;
 - ii. Other drums and containers found throughout the Property;
 - iii. Liquids and solids in the concrete sump located adjacent to the Manufacturing Building;

- iv. Liquids in the pit beneath the out-of-service elevator;
 - v. Building, demolition, and manufacturing debris on the south side of the Manufacturing Building;
 - vi. Induction regulators on the south side of the Manufacturing Building;
 - vii. Air compressor condensate tank on the north side of the Manufacturing Building;
 - viii. Air compressor lubricant tank on the north side of the Manufacturing Building;
 - ix. Any containers in the Acetone Recycling Building.
- b). Cheney Mill shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- c). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, Cheney Mill shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.1.2 below. Cheney Mill shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). Cheney Mill shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. Cheney Mill shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the corrective measures selected in the ABCA, Cheney Mill shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
- a). Corrective measures shall be required for Contamination present in any

media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media that require Corrective Measures include, but may not be limited to, the following:

- i. Petroleum constituents in soil by a heating oil AST and air compressor lubricant tank area;
 - ii. Chlorinated hydrocarbons in groundwater;
 - iii. Stained soils in the area of the two induction regulators.
- b). Cheney Mill may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Cheney Mill shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
- d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable

consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

- e). Upon completion of any corrective measures, Cheney Mill shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Cheney Mill shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). Cheney Mill shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Cheney Mill shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with Well Standards, 6 S.C. Code Ann. Regs.61-71(2012&

Supp. 2016).

K. Abandon the water supply well:

- 1). Cheney Mill shall abandon the water supply well on the north side of the Manufacturing Building. The well shall be abandoned in accordance with Well Standards, 6 S.C. Code Ann. Regs.61-71(2012& Supp. 2016).

HEALTH AND SAFETY PLAN

5. Cheney Mill shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Cheney Mill agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Cheney Mill.

PUBLIC PARTICIPATION

6. Cheney Mill and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30)day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by Cheney Mill.
 - B. Cheney Mill shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign(s) will state "Voluntary Cleanup Project by Cheney Mill Redevelopment, LLC under Voluntary Cleanup Contract 18-5607-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Cheney Mill. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). Cheney Mill shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). Cheney Mill agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Cheney Mill shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Cheney Mill shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Cheney Mill shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 60 days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Cheney Mill shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Cheney Mill shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Cheney Mill or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to prohibit use of the Property for single family residences including patio homes, townhomes, or other developments that include individually owned or controlled land; and to prohibit groundwater use on the Property. Additional restrictions may be required based on the response actions completed under this Contract and as may be required per Paragraphs 4.I.1.c. or 4.I.2.c of this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to

Cheney Mill. An authorized representative of Cheney Mill or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

- B. Cheney Mill or its Beneficiaries shall record the executed Declaration with the Register of Deeds for the county where the Property is located.
- C. Cheney Mill or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Cheney Mill or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Cheney Mill or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). Cheney Mill or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). Cheney Mill or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is

implemented.

- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Cheney Mill acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. Cheney Mill or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of

acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Mark Berenbrok
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to Cheney Mill shall be submitted to Cheney Mill's designated contact person who as of the effective date of this Contract shall be:

John Gumpert
Cheney Mill Redevelopment, LLC
4770 South Atlanta Road, Suite 220
Atlanta, Georgia 30339

FINANCIAL REIMBURSEMENT

11. Cheney Mill agrees to reimburse the Department for outstanding environmental response costs in the amount of four hundred eighty four & 11/100 dollars (\$484.11)

upon acquisition of any portion of the Property. Payment shall be made in full to the Department not later than thirty (30) days after said acquisition.

12. Cheney Mill or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Cheney Mill on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

John Gumpert
Cheney Mill Redevelopment, LLC
4770 South Atlanta Road, Suite 220
Atlanta, Georgia 30339

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

13. Cheney Mill agrees the Department has an irrevocable right of access to the Property for environmental response matters after Cheney Mill acquires the Property. This

right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

14. A Certificate of Completion shall be issued to Cheney Mill or its Beneficiaries for the Property under this Contract as follows:

- A. Cheney Mill or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Cheney Mill or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that Cheney Mill or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Cheney Mill or its Beneficiaries do not satisfactorily

complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. Cheney Mill or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Cheney Mill shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Cheney Mill, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
 - A. Cheney Mill or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. Cheney Mill and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
 - C. If the Certificate of Completion has not been issued, Cheney Mill or its Beneficiaries shall request approval from the Department prior to transferring the

obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract; and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Cheney Mill or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. Cheney Mill, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to

the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide Cheney Mill or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in Cheney Mill's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
 - 4). Failure of Cheney Mill or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Cheney Mill or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by Cheney Mill or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
 - 7). Failure by Cheney Mill or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Cheney Mill's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should Cheney Mill or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Cheney Mill or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Cheney Mill or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Cheney Mill and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from contribution claims under CERCLA §113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).
- B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Cheney Mill and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Cheney Mill or its Beneficiaries.
 - 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.
- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Cheney Mill or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Cheney Mill and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Cheney Mill or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Cheney Mill and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Cheney Mill and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY CHENEY MILL

19. Cheney Mill retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Cheney Mill and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However,

Cheney Mill and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Cheney Mill and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Cheney Mill or its Beneficiaries. Cheney Mill and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY CHENEY MILL AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Cheney Mill and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management


DATE:

Reviewed by Office of General Counsel

CHENEY MILL REDEVELOPMENT, LLC

BY:

DATE:



5-10-18

John Gumpert member
Printed Name and Title

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

Cheney Mill Redevelopment, LLC

December 11, 2017

RECEIVED

DEC 15 2017



Non Responsible Party Application for Voluntary Cleanup Contract

SITE ASSESSMENT,
REMEDIATION &
REVITALIZATION

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete Items 1-8)
 2. Applicant Type: ☒ Private Individual / Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Cheney Mill Redevelopment, LLC

4. Contract Signatories for this Applicant

a. Authorized Signatory

| | | |
|------------------------------------|--------------|----------------------------|
| John Gumpert | Member | johnhgumpert@camdenmanagem |
| Name | Title | Email |
| 4770 South Atlanta Road, Suite 220 | 404-456-4688 | |
| Address | Phone1 | Phone2 |
| Atlanta | GA | 30339 |
| City | State | Zip |

b. Other Signatories ☒ None

| Name | Title | Phone | Email | Signature Required On Contract? |
|------|-------|-------|-------|---------------------------------|
| | | () - | | <input type="checkbox"/> |
| | | () - | | <input type="checkbox"/> |
| | | () - | | <input type="checkbox"/> |

5. Physical Location of Applicant's Headquarters

Same as above

Street address Suite Number
 City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title
 Street Number or PO Box Phone1 Phone 2
 City State Zip Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Georgia (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

| Name | Name |
|--------------|------|
| Philip Young | |
| John Gumpert | |
| | |
| | |

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

- Is a current owner of the property
- Is a Responsible Party for the site
- Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
- Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 250 South Depot Street

b. County Anderson County

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Pendleton
(town/city)

10. List any Companies or Site names by which the Property is known

Wilson Composites LLC Pendleton Plant

Pendleton Cotton Mill

11. Total Size of Property Covered by this Contract approx. 6.3 Acres

12. How many parcels comprise the Property? 1

13. Current Zoning (general description)

Multi-family residential

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information

Complete the information below for each Parcel (attach additional sheets if needed)

- a. Tax Map Parcel# 040-14-02-021-000
- b. Acreage approx. 6.3
- c. Current Owner John F. Wilson
- d. Owner Mailing Address 132 Sikes Avenue
Clemson, SC 29631
- e. Contact Person for Access Joan Hartley
- f. Access Person's Phone # 803-540-2129
- g. Is Parcel Currently Vacant? ☐ Yes ☒ No
- h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
- i. Business/facility operations
☐ Never Operated on the parcel
☒ Not operating since 2016
(approx date)
☐ In operation: nature of the business _____

- a. Tax Map Parcel# _____
- b. Acreage _____
- c. Current Owner _____
- d. Owner Mailing Address _____
- e. Contact Person for Access _____
- f. Access Person's Phone # _____
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
- i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

- a. Tax Map Parcel# _____
- b. Acreage _____
- c. Current Owner _____
- d. Owner Mailing Address _____
- e. Contact Person for Access _____
- f. Access Person's Phone # _____
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
- i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

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- b. Acreage _____
- c. Current Owner _____
- d. Owner Mailing Address _____
- e. Contact Person for Access _____
- f. Access Person's Phone # _____
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
- i. Business/facility operations
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(approx date)
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- b. Acreage _____
- c. Current Owner _____
- d. Owner Mailing Address _____
- e. Contact Person for Access _____
- f. Access Person's Phone # _____
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
- i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

- a. Tax Map Parcel# _____
- b. Acreage _____
- c. Current Owner _____
- d. Owner Mailing Address _____
- e. Contact Person for Access _____
- f. Access Person's Phone # _____
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
- i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Applicant will redevelop the property for multi-family residential use.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number Unknown
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 12 / 20 / 2017

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☒ None as of this application date

Company

Address

City

State

Zip

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)
Nexsen Pruet, LLC
Firm
Joan Hartley 803-540-2129 803-771-8900
Attorney Phone1 Phone 2
1230 Main Street, Suite 700 Columbia SC 29201 jhartley@nexsenpruet.com
Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title
Company Phone
Address
City State Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☒ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Dominion Due Diligence Group

(Name of Environmental Firm)

☐ Older report updated in the past six months by _____

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☒ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on: _____

(Site Name)

☐ The Following reports are attached:

Report Date

Report Name

Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☒ Enclosed with this Application as an Attachment

☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

| | | |
|---------------------------|-----|--|
| Assigned File Name | | |
| Eligible for NRP Contract | Y N | |
| Assigned File Number | | |
| Assigned Contract Number | | |

PROPERTY DESCRIPTION

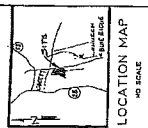
ALL that certain piece, parcel or tract of land lying and being situate, in the State of South Carolina, County of Anderson and containing 6.27 acres, more or less, according to plat and survey prepared by Dunn & Dunn, Inc. Engineers and Surveyors, dated September 10, 1986, recorded at Plat Book 96, Page 937 in the Anderson County Office of Register of Deeds, reference to which is hereby made for a more complete and accurate description, and according to said plat, being thereon more fully described as follows, to-wit:

BEGINNING in West Blue Ridge Street, which point is also corner with property now thence along West Blue Ridge Street South 10-28 East 465.4 feet to intersection with Major Street; thence South 52-32 West 166.50 feet; thence South 25-11 West 84.60 feet; thence along line of property now or formerly of Brooks south 69-11 West 182.14 feet; thence North 82-59 West 142.97 feet to a point in creek; thence along center of creek, center thereof being the property line, following meanderings of same on the following Dunn and Dunn traverses: North 02-51 East 129.07 feet; north 02-23 West 300.92 feet; thence North 46-00 East 84.93 feet; North 13-41 East 265.08 feet; thence leaving stream and running along line of property now or formerly of property of Town of Pendleton and property now or formerly of Roper South 77-08 east 284.61 feet to the point of BEGINNING, and being bounded on the North by property now or formerly of Town of Pendleton and property now or formerly of Roper; bounded on the east and West by West Blue Ridge Street; bounded on the South by Major Street and property now or formerly of Brooks; and bounded on the west by center of creek.

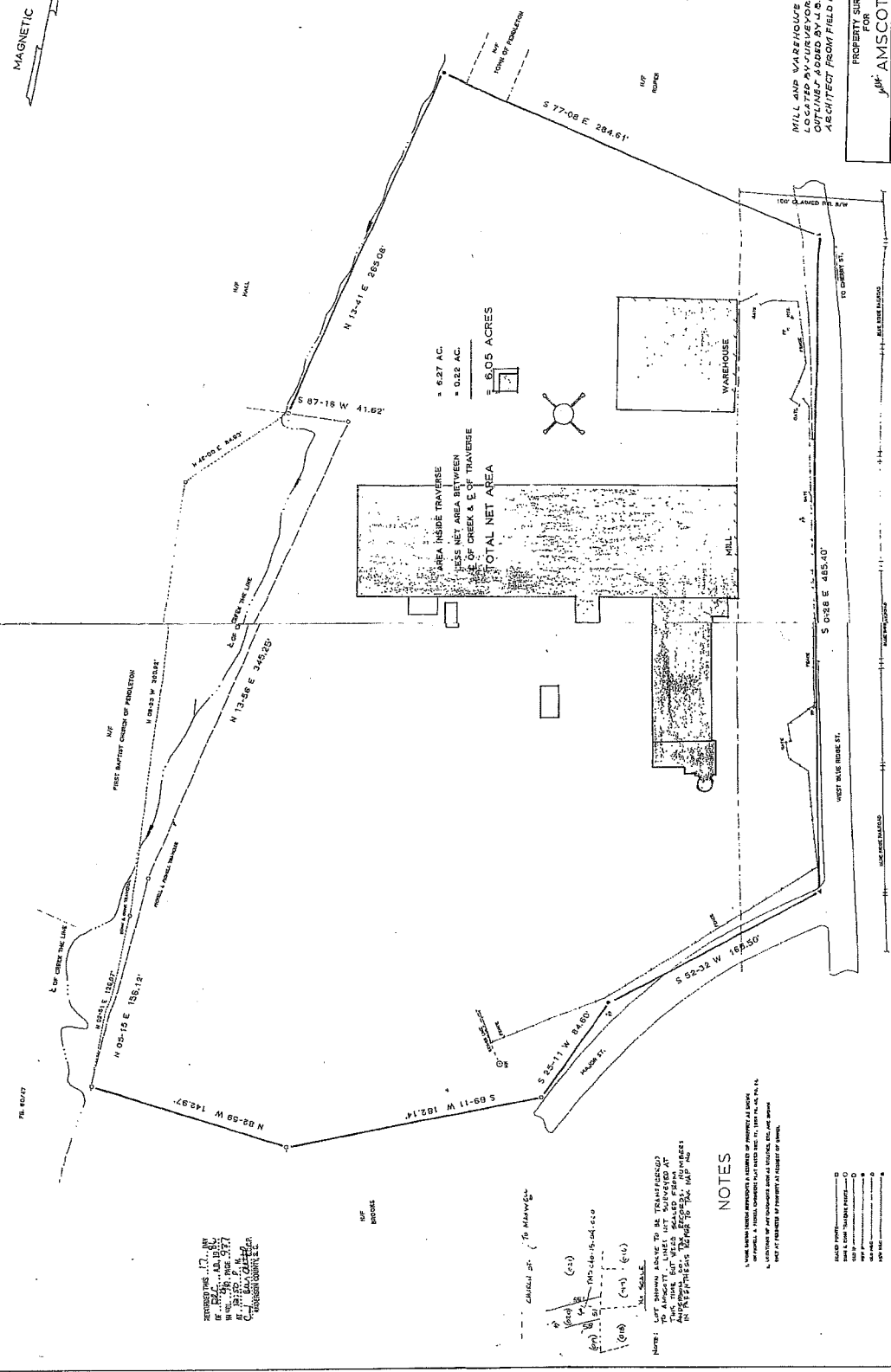
Anderson County Tax Map Parcel No. 040-14-02-021-000

96/337

MAGNETIC



FILED FOR RECORD
Incl. 42.50 1/4 Sec



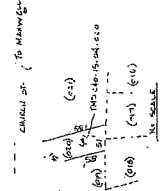
MILL AND WAREHOUSE CORNER
OUTLINE ADDED BY J.S. LAUGLEY, JR.
ARCHITECT FROM FIELD MEASUREMENT

PROPERTY SURVEY FOR

| J.M.P. AMSCOTT | |
|----------------|----------------|
| DATE | 1967 |
| BY | J.M.P. AMSCOTT |
| FOR | ANDERSON S.C. |
| SECTION | 36 |
| TOWNSHIP | 36 N |
| RANGE | 12 E |
| COUNTY | WAB |

ANDERSON
S.C.

RETURNED TO
J.M.P. AMSCOTT
1000 N. 10th St.
Casper, Wyo. 82401
BY MAIL



NOTES

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1908.
2. THE TOTAL CORNER POINT LIES IN THE 1/4 SECTION 36, T36N, R12E, S4W.
3. THE CORNER POINT LIES IN THE 1/4 SECTION 36, T36N, R12E, S4W.
4. THE CORNER POINT LIES IN THE 1/4 SECTION 36, T36N, R12E, S4W.

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PRIOR OWNERS
Cheney Mill Redevelopment, LLC
VCC Application

Tax Map Parcel 040-14-02-021-000:

| | |
|--|-----------------|
| John F. Wilson 132 Sikes Avenue Clemson, SC 29631 | 1993 to present |
| Amscot, a General Partnership c/o John F. Wilson 132 Sikes Avenue Clemson, SC 29631 | 1986 – 1993 |
| LaFrance Properties Associates Unknown | 1980 – 1986 |